

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL COMMUNICATIONS COMMISSION
AND THE NATIONAL CANCER INSTITUTE

The Federal Communications Commission (FCC) is an independent federal agency created by the Communications Act of 1934, 47 U.S.C. § 151 *et seq.*, for the “purpose of regulating interstate and foreign commerce in communication by wire and radio so as to make available, so far as possible, to all the people of the United States . . . a rapid, efficient, Nation-wide, and world-wide wire and radio communication service with adequate facilities . . . for the purpose of promoting safety of life and property through the use of wire and radio communication.”

The National Cancer Institute (NCI) is part of the National Institutes of Health (NIH), an agency within the U.S. Department of Health and Human Services (HHS). Congress charged NCI with leading the Nation’s efforts for the National Cancer Program, which conducts and supports research, training, health information dissemination and other programs with respect to the causes, diagnosis, prevention, and treatment of cancer, rehabilitation from cancer, and the continuing care of cancer patients and the families of cancer patients.

WHEREAS, cancer touches the lives of every person in our Nation, and the United States has a long history of advocacy and legislation that aims to minimize the burden of this disease;

WHEREAS, the FCC and NCI (hereafter referred to as a “Party” or the “Parties”) both recognize that promoting connected health technologies through greater deployment and adoption of broadband technologies has the potential to improve health by transforming cancer screening, prevention, treatment, survivorship, and research;

WHEREAS, the Broadband Data Improvement Act, 47 U.S.C. §§ 1302, 1303, states that the “deployment and adoption of broadband technology has resulted in . . . improved health care and educational opportunities, and a better quality of life for all Americans”;

WHEREAS, FCC Chairman Ajit Pai’s March 2016 statement on broadband health emphasizes that “[e]xpanding the reach of medical expertise with connectivity illustrates the potential of broadband to improve people’s lives, particularly in rural and underserved areas”;

WHEREAS, a recent report of the President’s Cancer Panel, *Improving Cancer-Related Outcomes with Connected Health*, recognized that “[c]ancer—with its complex biology, multispecialty care teams, transitions between treatment phases, and profound impact on the lives of patients and families—is an area of healthcare likely to benefit especially from improved coordination, communication, information access, and health behavior change facilitated by connected health”;

WHEREAS, the President’s Cancer Panel Report on Connected Health for Cancer also identified six high priority areas for focus among all stakeholders across the cancer program, specifically including ensuring adequate Internet access, and noted that “the disadvantages of lack of Internet access disproportionately affect populations that commonly experience worse health outcomes, including higher mortality rates for many cancers and/or less consistent access to high-quality cancer care,” and concluded that “[c]onnected health tools could help these at-risk populations by linking them with the people, information, and support they need to get healthy and stay well”;

WHEREAS, in 2014, the FCC established the Connect2Health^{FCC} Task Force to spur greater use of broadband and advanced health care technologies by: (i) promoting effective policy and regulatory solutions that encourage broadband adoption and promote health IT; (ii) identifying regulatory barriers (and incentives) to the deployment of radio frequency-enabled advanced health care technologies and devices; (iii) strengthening the nation's telehealth infrastructure through the FCC's Rural Health Care Program and other initiatives; (iv) raising consumer awareness about the value proposition of broadband in the health care sector and its potential for addressing health care disparities; (v) enabling the development of broadband-enabled health technologies that are designed to be fully accessible to people with disabilities; (vi) highlighting promising health IT and telemedicine initiatives across the country and abroad to identify lessons learned, best practices and regulatory challenges; and (vii) engaging a diverse array of traditional and non-traditional stakeholders to identify emerging issues and opportunities in the broadband health space, thereby expediting a vital shift to more ubiquitous, broadband-enabled health care solutions along the entire health and wellness continuum; and

WHEREAS, in 2016, the Connect2Health^{FCC} Task Force developed a novel interactive broadband health mapping platform—*Mapping Broadband Healthcare in America*—that enables a detailed study of the intersection between connectivity and health for every county in the United States, allowing users to visualize, overlay, and analyze broadband and health data at the national, state, and county levels, and to create data visualizations that can be used by both public and private sectors, and local communities, to identify opportunities and gaps in connectivity and care.

The Parties, therefore, declare their intent in this Memorandum of Understanding (MOU).

I. AUTHORITY

The FCC enters into this MOU in furtherance of its responsibility to promote the deployment of fixed and wireless broadband services and in accordance with its authority to organize the work of the Commission, including coordination with other government agencies. *See* 47 U.S.C. §§ 151, 154(i).

Through this MOU, NCI seeks to further its responsibilities to engage in cancer research, training, health information dissemination, and other activities that seek to reduce the burden of cancer in the United States and advance cancer health equity and overcome disparities. *See* 42 U.S.C. §§ 285, 285a-1 (Sections 410 and 412 of the Public Health Service Act).

II. BACKGROUND

A. NCI – Cancer Diagnosis, Prevention and Treatment

Early in our Nation's history, the most prevalent diseases in society were acute infectious diseases such as polio, small pox, and tuberculosis, among many others. Over the course of the twentieth century, however, these diseases were largely replaced by chronic diseases like cancer, cardiovascular disease, stroke, and diabetes. Cancer is among the leading causes of death. Although death rates for many individual cancer types have declined, gaps in cancer morbidity and mortality rates among patient subgroups remain. In addition, overall progress in reducing death rates and improving survival is limited for several cancer types, underscoring the need for intensified efforts to discover new strategies for prevention, early detection, and treatment, and to apply proven preventive measures broadly and equitably.

In 1937, Congress passed legislation that created the National Cancer Institute as the federal government's primary agency to address research and training needs for the causes, diagnosis, and

treatment of cancer. NCI leads the cancer research community toward accelerating the rate of scientific discovery and reducing the burden of cancer in the United States and around the world.

In 1971, the President's Cancer Panel was established as a result of the National Cancer Act (Pub. L. No. 92-218), which strengthened the national effort against cancer. The President's Cancer Panel is a Federal Advisory Committee governed by the Federal Advisory Committee Act (FACA) as amended, 5 U.S.C., App. 2, and is supported by the National Cancer Institute. The mission of the President's Cancer Panel is to monitor the activities of the National Cancer Program and report to the President of the United States on barriers to progress in reducing the burden of cancer. *See* 42 U.S.C. § 285a-4 (Section 415 of the Public Health Service Act).

From 2014 to 2015, the President's Cancer Panel held a series of workshops across the United States to explore the role and potential of connected health in cancer prevention, care, and research in the United States. Connected health encompasses a variety of technologies—such as devices, tools, and software—being used by and developed for healthcare stakeholders, including healthy individuals, patients, family members and caregivers, healthcare providers, healthcare systems, public health programs, and researchers. The President's Cancer Panel concluded that although connected health for cancer has not yet been achieved, technology has significant potential to help accomplish the following critical goals: improve the experience of care for cancer patients and their caregivers; improve the experience of the oncology workforce in providing care; and reduce the burden of cancer at the population level.

B. Broadband Connectivity and Health

Early evidence suggests that broadband-enabled health care solutions have significant potential to improve health care outcomes (including for cancer patients) while simultaneously controlling costs and extending the reach of the limited pool of health care professionals. As FCC Commissioner Mignon Clyburn stated in August 2016, “broadband connectivity has become a social determinant of health, along with income, education and rurality. Indeed, we believe that broadband availability is increasingly becoming a super-determinant of health.”

According to the FCC's 2016 data, 34 million people in our Nation lack access to broadband. The Connect2Health^{FCC} Task Force's *Mapping Broadband Health in America* platform also has identified hundreds of counties—the *Priority 2017* and *Rural Priority 2017*—with broadband access below 50% and with specified disease prevalence rates above the national average. For example, there are 214 counties with a population of 25,000 or more (175 of which have majority rural populations) where broadband access is below 50% and diabetes and obesity rates are above the national average. These “digitally-isolated” counties are home to nearly 7 million people.

The Connect2Health^{FCC} Task Force is also acutely aware of the importance of broadband-enabled solutions in bringing advanced cancer care and clinical research close to patients in rural areas who live long distances from cancer health care facilities. Indeed, experts indicate that the future of modern health care and cancer research is in many ways fundamentally premised on the widespread availability and accessibility of high-speed connectivity. In addition, some initial analysis of the intersection between broadband and cancer shows that although cancer deaths are improving nationwide, certain “cancer hotspots” with increasing mortality rates appear to coincide with areas with lower broadband access and poor Internet adoption and also mirror the diabetes and stroke “belts.”

For these reasons, the Connect2Health^{FCC} Task Force believes that: (1) cancer prevention, treatment, and research represent strong value propositions for enhancing broadband access and deployment; and (2) a collaboration with NCI could leverage broadband infrastructure to help improve

the cancer outcomes and quality of life for all Americans, particularly those living in rural “cancer hotspot” areas.

III. PURPOSE AND SUBSTANCE OF UNDERSTANDING

The purpose of this MOU is to establish and formalize a framework for collaboration between the FCC and NCI in areas of mutual interest with a particular focus on projects that study the relationship between and among access to broadband services, advances in connected health care technologies, and screening, early detection, and treatment of cancers across the cancer care continuum from prevention to survivorship. It is expected that such collaboration will improve knowledge and understanding between the agencies and increase the efficiency of their respective regulatory and administrative processes.

A. Intent to Collaborate

In compliance with applicable laws, regulations, and policies, and in accordance with the Parties’ respective authorities, the FCC and NCI intend to collaborate in areas of mutual interest to the FCC and NCI and to share their complementary technical and policy expertise, including on the following initial project areas:

1. *Data, Research and Analytics.* The agencies intend to collaborate on data collection, research, and other analytic projects and activities that could inform stakeholders (including the health care and communications industries, other related industries, and the public) about the correlation between access to broadband and the prevention, detection, symptom management, and reduction of the burden of cancer in the United States. This may involve efforts to combine broadband data with data from NCI’s Surveillance, Epidemiology, and End Results (SEER) program (which collects and analyzes cancer incidence, survivorship, and mortality data from the U.S.) into a usable format that could yield valuable insights on shared broadband health goals.
2. *Pilots and Demonstrations.* In order to enhance understanding of the relationship between access to fixed and wireless broadband, access to medical care, and cancer prevalence and care, the agencies intend to explore opportunities to work with stakeholders to develop one or more pilot projects in rural and underserved areas, potentially including the areas identified in the critical needs counties lists developed by the Connect2Health^{FCC} Task Force.
3. *Coordination Meetings.* The agencies expect to convene periodic coordination meetings to discuss matters of mutual interest and their efforts under this MOU.

B. Information Sharing

To the extent feasible and subject to applicable laws, regulations, and policies, the FCC and NCI expect to establish procedures to share information that each agency recognizes will be useful to the other agency in the performance of its duties under this MOU or in improving its general knowledge and understanding of developments and regulatory concerns in the field of connected health. For any such procedures established by the agencies, the following general practices would apply.

1. The FCC and NCI expect that initial requests for information will be made by and transmitted to the agency liaison officer designated according to Section III.D of this MOU. Subsequent communications pertaining to such requests may occur between other staff as outlined in each initial request for information.

2. The FCC and NCI understand that either agency may decide, in its sole discretion, not to share information or expertise in response to a particular request for information or to limit the scope of information and expertise sharing in response to a particular request.

3. A decision not to share information in response to a specific request may be based on several factors, including, for example, the amount of resources necessary to fulfill the request, confidentiality of the information, the reasonableness of the request, the responding agency's priorities, or legal restrictions. In the event that the agencies cannot reach consensus on a decision to share or not share information, the agencies expect that the issue will be referred to the respective agency signatory for resolution.

C. Publicity

All press releases related to the MOU will be mutually agreed upon by the FCC and NCI, as necessary and appropriate, and jointly handled consistent with each agency's internal guidelines or directives regarding press releases.

D. Liaison Officers

Each agency expects to establish a liaison to facilitate the activities carried out under this MOU. The liaisons anticipate regularly discussing opportunities to share information and expertise between agencies and seeking to identify projects that meet the common needs of the agencies. The liaisons intend to share best practices and knowledge with each other.

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E. Other Provisions

1. All activities under the MOU are subject to the availability of personnel, resources, and funds. This MOU does not nor should it be construed to obligate any particular expenditure or commitment of funds and/or resources. This MOU does not affect or supersede any existing agreements or arrangements the FCC and NCI may have with each other or other agencies, and does not affect the ability of the agencies to enter into other agreements or arrangements with regard to issues that may be related to this MOU.
2. If the FCC and NCI contemplate that either party will provide goods and/or services to the other party, it is understood and acknowledged that an interagency agreement (IAA) shall be used to document the reimbursement obligations associated with such goods or services as required by 31 U.S.C. § 1501. Any such IAA used to document reimbursement obligations shall be executed by the FCC and NCI before the period of performance commences and shall include the signature of officials with authority to obligate funds.
3. Further, nothing contained in this MOU constitutes a mandate or a requirement imposed on the FCC or NCI that is additional to the mandates or requirements imposed on the FCC or NCI by Federal statutes and regulations. This MOU does not impose any legally binding obligation on the FCC or NCI.
4. Nothing in this MOU is intended to conflict with current law or regulation or the directives of NCI or FCC. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall continue to represent the understanding between the Parties.

IV. CONFIDENTIALITY

A. Any non-public information shared pursuant to this MOU remains the property of the providing Party unless that Party states otherwise in writing. Except as otherwise required by applicable law, the Parties shall take all actions reasonably necessary to preserve, protect, and maintain all privileges and claims of confidentiality related to all non-public information provided pursuant to this MOU.

B. Nothing in this MOU waives or alters any privilege, claim of confidentiality, or other protection applicable to information provided pursuant to this MOU. Accordingly, exchange of information pursuant to this MOU would not constitute a prior disclosure that would serve to waive the exemptions that could otherwise be asserted under the Freedom of Information Act, 5 U.S.C. § 552. All information provided or received pursuant to this MOU shall be used only for official purposes.

C. In the event a third party makes a request (including, but not limited to, any demand, subpoena, court order or request made pursuant to the Freedom of Information Act or the Privacy Act of 1974, 5 U.S.C. § 552a) for access to or copies of non-public information received by one Party from the other Party, the Party receiving the information shall:

1. As soon as practicable, notify the Party providing the information of the third-party request for such information in writing, including a copy of the request;
2. If the request is made pursuant to the Freedom of Information Act or the Privacy Act, refer, if practicable, such request for material obtained from a providing Party back

to that providing Party for a direct response to the requester. If making such a referral is not practicable, the receiving Party shall consult with the providing Party in connection with its response to the requestor; and

3. If the request is not made pursuant to the Freedom of Information Act or the Privacy Act, before complying with the third party request, consult with the providing Party and, to the extent applicable, give the providing Party a reasonable opportunity to respond to the demand or request and to assert all reasonable and appropriate legal exemptions or privileges that the Party providing the information may request be asserted on its behalf.

D. Subject to the procedures in Section IV.C above, nothing in this Section IV prevents a Party from complying with either (1) a legally valid and enforceable order of a court of the United States or (2) an official request from the United States Congress, or any committee thereof.

E. The FCC and NCI shall use procedures that include proper safeguards against unauthorized use and disclosure of the information exchanged under this MOU. Proper safeguards include policies and procedures that ensure the information shared under this MOU is used solely in accordance with each agency's respective statutory duties and responsibilities for the purposes outlined in Section III, and in compliance with the Freedom of Information Act. As applicable, each Party will maintain such non-public information in a manner that conforms to the standards that apply to federal agencies for the protection of the confidentiality of non-public information and personally identifiable information and for data security and integrity, including the Privacy Act and the Freedom of Information Act.

F. The FCC and NCI shall use appropriate administrative, technical, procedural, and physical safeguards to protect the confidentiality of information governed by the above statutes, as applicable to each agency, as well as internal agency information, and to prevent unauthorized access to the information provided by the other agency. Nothing in this MOU waives or is intended to waive or alter any existing statutory or regulatory requirements governing the disclosure of non-public information.

V. MODIFICATION

This MOU may be modified upon the mutual written consent of the Parties and such modification shall become effective when executed by both Parties.

VI. EFFECTIVE DATE; TERMINATION

The terms of this MOU will become effective when signed by both Parties and is expected to remain in effect for five (5) years. Either Party upon sixty (60) days written notice to the other Party may terminate this MOU. The MOU may be extended by mutual written agreement of the Parties.

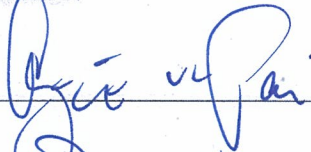
VII. COUNTERPARTS

This MOU may be executed in two (2) or more counterparts. Each counterpart may bear a penned or digital signature, which signature of or on behalf of the signing Party can be seen, and may be transmitted by mail, by hand, or electronically. Each such counterpart shall be regarded as an original and all of them taken together shall constitute one and the same agreement.

APPROVED AND ACCEPTED FOR
THE FEDERAL COMMUNICATIONS
COMMISSION

By: _____

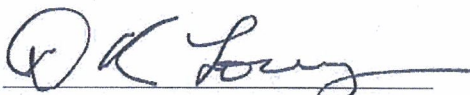
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Dec 11, 2017

APPROVED AND ACCEPTED FOR
THE NATIONAL CANCER
INSTITUTE

By: _____

Date: _____


12/7/2017